



# Hurworth Primary School

## Lettings Policy

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Policy prepared by (name and designation)	Rebecca Kukielka Office Manager
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# Hurworth Primary School Lettings Policy

## School Statement of Values and Vision

### Our Values:

Respect Ourselves, Respect Others, Respect Learning, Respect Achievement.

### Our Vision:

Empowering children to play a full, active and engaged role as responsible citizens in a rapidly changing world.

### Our Motto:

Consider, Create, Contribute.

### Our Mission:

To achieve our vision all members of our school community will:

Challenge themselves, moving beyond what is known and comfortable to discover the greater potential that each of us has; in so doing we promote self-belief and personal development;  
Contribute to the wider community, locally, nationally and globally, becoming more socially and environmentally aware and responsible.

## Aims

The Governing Body regards the school buildings and grounds as a community asset and seeks to promote their use. Community access is a key element of the core offer for Extended Services. It believes strongly that the school premises should be a hub of the community, enhancing the life of the school's pupils and giving them further opportunity to enjoy the five outcomes in Every Child Matters.

## Definition of a letting

1. A letting is defined as "any hiring of the school premises (buildings and grounds) by an individual, community group or commercial organisation".

The Governing Body have termed lettings as the following 2 categories:-

Commercial letting Intended to raise funds for the school

Community letting Lettings charged at cost or slightly above cost

## **GENERAL OVERVIEW OF THE POLICY**

1. The Finance Committee of the Governing Body is responsible for the school's letting policy and will be reviewed annually.
2. A letting must not interfere with primary activity of the school, which is to provide a high standard of education for all its pupils.
3. Priority will be given to activities which benefit children of the school and the school community
4. The school's delegated budget (which is provided for the education of its pupils) will not be used to subsidise lettings. A charge will be levied to meet the additional costs incurred by the school in respect of any lettings of the premises.
5. The Governors, Head of School, Leadership Team and others appointed by the Governors, shall have right of entry to the premises at any time during the hiring.
6. A facilities booking application form FB1 should be completed for long term hire or if the hirer is from an external organisation. If the hire is for a community letting, for example, a birthday party then the hirer must complete a community lettings enquiry form.
7. Hirers will be expected to respect school property and honor all school and legal regulations which may be in force at any time.
8. **The person signing the FB1 form or Community Lettings Enquiry Form is responsible for all aspects of the let and must abide by all aspects of the Terms and Conditions of Hire document.**
9. Compliments, comments and complaints are welcome feedback, which helps us plan for the future. Where these are in respect of lettings and cannot be dealt with informally by hirers speaking to staff involved (the Head of School should be contacted) the School's policy will be followed.

## **Responsibility for Safeguarding**

1. Where a third party hires the school premises outside school hours, the responsibility for ensuring that safeguarding measures are in place rests with the third-party provider rather than the school.
2. All organisations who provide activities for children and young people are required to complete the FB1 form which indicates they have a Child Protection Policy. Without a copy the organisations Child Protection Policy Hurworth Primary will not be able to hire out the school premises.
3. All hirers must be a suitable, responsible adult. There are detailed conditions for the hirer to observe including insurance cover, protection of premises and health and safety (with particular reference to DBS checks for staff working with children and young people under 18 years old) also a risk assessment is required to have been written.

## **CONDITIONS OF HIRE**

1. Hirers must have left the premises by the end of the booked period.
2. Sufficient time must be included to allow for setting up, clearing away and for all participants to leave the premises by the end of the booked period.
3. Availability of premises is negotiable.
4. The school is a no-smoking environment.
5. The school accepts no responsibility for the loss of personal property brought into or left in the premises during the let.
6. The hirer accepts full responsibility for any damage to or theft of the school's property during the period for which the premises are hired.
7. The hirer must ensure that a responsible person will be present on the premises at all times during the period of the letting.
8. The hirer accepts that they should familiarise themselves with relevant health and safety information.
9. The Hirers, who have been granted regular use of accommodation, must be prepared to relinquish it at short notice if required to do so by the School for the extension of its works or for carrying out maintenance work.
10. The school does not open for lettings on public or bank holidays.
11. External organisations must bring in a copy of their Child Protection Policy before any hire can take place.
12. First Aid will be the responsibility of the activity organiser.

## **TIMES AVAILABLE FOR HIRE**

<b>TERM TIME</b>	
Weekdays	4.30pm – 6.00pm
Saturdays	9.00am – 6.00pm
Sundays	Flexible but dependant on availability
<b>DURING SCHOOL HOLIDAYS</b>	
Weekdays	9.00am – 6.00pm
Saturdays	9.00am – 6.00pm
Sundays	Flexible but dependant on availability

***NB All dates and times are subject to availability and agreement of the caretaker***

## **Letting Charges**

1. The Finance Committee of the Governing Body is responsible for setting charges for the letting of the school premises. These will be reviewed on a regular basis during the relevant Summer Term, for implementation from the beginning of the next school year (1<sup>st</sup> September).
2. Prices include heat and light, Site Manager's overtime, cleaning and a contribution to the maintenance of the School.

## Letting Charges cont.....

Letting current charges are based on the following categories of hire:-

<u>ROOM</u>	<u>COMMERCIAL RATE</u>	<u>COMMUNITY RATE</u>
Main Hall ( <i>Weekdays</i> )	£25 per hour	£20 per hour
Main Hall ( <i>Weekend</i> )	£30 per hour	£25 per hour
School Field ( <i>Weekdays</i> )	£25 per hour	£20 per hour
School field ( <i>Weekend</i> )	£30 per hour	£25 per hour
Living Room ( <i>Weekdays</i> )	£20 per hour	£15 per hour
Living Room ( <i>Weekend</i> )	£25 per hour	£15 per hour
Meeting Room ( <i>Weekdays</i> )	£20 per hour	£15 per hour

*NB In instances where preparation and a clean up is required for events such as parties, football coaching etc, the hirer will be required to hire the facilities half an hour before the event and half an hour after the event to facilitate this*

## Deposits

50% of the total booking fee should be requested for each letting to secure the booking. The balance of payment should be received by no later than 2 weeks before the date of letting. For lettings generating more than £100 in income an initial deposit of 30% is acceptable with the balance being paid also 2 weeks before the date of the letting.

## School Activities

Use of the premises for activities such as staff meetings, parents meetings, PTA activities, Governing Body meetings and extra-curricular activities supervised by school staff, fall within the corporate life of the school. Costs arising from these uses are therefore a legitimate charge against the school's delegated budget and there is no letting fee.

## MANAGEMENT AND ADMINISTRATION OF LETTINGS

1. The school administrator is responsible for the day to day administration and organisation of the lettings, with the Head of School in charge of the management in accordance with this policy.
2. If the school administrator has any concern about whether a particular request for a letting is appropriate or not, they will refer the issue to the Head of School.

## Administration process

3. When an approach is made about a letting the following procedures should be followed:-

### Step 1

- 3.1 Organisations/Individuals seeking to hire the premises should contact the school administrator who will identify their requirements and clarify the facilities available. The school administrator should take details about the request in writing with contact numbers and further information as available.
- 3.2 The School Administrator will check the lettings diary to ensure that the building/grounds are not already in use
- 3.3 The school administrator will then seek the advice and approval of the caretaker

### Step 2

- 3.4 The school administrator will check and confirm the details of the request
- 3.5 Invite the hirer to meet with the school administrator to view the facilities that they will be hiring and hand over the relevant documentation to the hirer.
- 3.6 If an external organisation is hiring the facilities then the school administrator will hand over/send out the facilities booking application form (FB1) terms and conditions (FB2) and appendix 2 from the Health and Safety Policy (Health and Safety Guidelines for Hosts of Evening Classes and Hirers).

If the booking is for a birthday party etc. then the school administrator will record the information and ask the hirer to fill in appendix 2 from the Health and Safety Policy (Health and Safety guidelines for Hosts of Evening Classes and Hirers).

- 3.7 The applicant/s for the hire of facilities at the school must complete the facilities booking application or the Community Letting Enquiry form, as appropriate, and sign the declaration that they:-
- a. Accept the terms and conditions of hire
  - b. Accept responsibility for the payment of hire fees
  - c. Indemnify the School against any damage
  - d. Have current public liability insurance cover, if appropriate.
  - e. Comply with Health and Safety Risk Assessment
  - f. DBS procedures in place (if appropriate).
  - g. The hirer has a child protection policy in place (if appropriate)

- 3.8 The following should then be returned to the school administrator and given to the Head of School for approval and signature.
- a. A completed facilities booking form or community letting enquiry
  - b. A copy of a public liability insurance certificate (if appropriate).
  - c. The first month's fee or deposit of booking
  - d. Confirmation of DBS (if appropriate)
  - e. Copy of Risk Assessment (if appropriate)

### Step 3

- 3.9 Where the application for a let is accepted, in the case of an external organisation or community letting the applicant will be sent a letter confirming the let along with an invoice to cover the cost of the let as appropriate.
- 3.10 Any requests for amendment to the booking must take place at least 14 days prior to the let.
- 3.11 The let is entered on to the school lettings calendar and a confirmation email is to be sent to the caretaker. The caretaker will then liaise with all parties involved i.e. cleaning, catering staff and arrangements made if applicable.
4. Hirers may make their initial deposit of payment for lettings by cash or cheque:
- A cheque payment should be made payable to '**Hurworth Primary School**'
5. The signature of the Head of School/School Business Manager will confirm final approval of the hiring.
6. In the case of an external organisation a copy of the completed and signed form (FB1) will be sent to the hirer as confirmation of the booking. The original will be retained by the school as a record of the letting.

***It must not be assumed that accommodation is available until the hirer has received a signed copy of the 'facilities booking application form'. Dates cannot be held subject to the school receiving a completed application form.***

7. The school administrator will request subsequent payments on a monthly basis, in advance, for long term external organisation bookings and the school administrator will also ensure that if the booking is for community one off lets that the balance is paid 2 weeks before the event. This will be done using an invoice requesting that payments are made directly to the School by either cash or cheque.
8. Where it is necessary, the school administrator will send a reminder letter to ensure payment is made when required. After one unsuccessful letter, the school administrator will refer the debtor to the Head of School.

9. If it is necessary to make any refunds the subsequent month's invoice will be adjusted accordingly. Where this is not possible a cheque will be raised and forwarded to the hirer.
10. Income and expenditure associated with lettings will be regularly monitored to ensure at least a 'break even' situation is being achieved.

### **Reporting Damage**

Any damage to the premises or its contents by the hirer must be reported on the day of hire to the Caretaker or person from the school supervising the letting. This must be followed by a written report on the damage caused.

### **Cancellations**

Any licence to use the school facilities can be terminated:

- a. Immediately by the school if the hirer has not complied with any of the Conditions of Use.
- b. On 14 days written notice given by the hirer of the school.

### **Insurance**

1. Any extended services/activities, which are directly provided by the school, have cover within the school's standard insurance policy.
2. A third party hiring the school facilities must have its own Public Liability Insurance. This insurance should have a minimum level of cover of £5 million. For those hirers who don't have their own insurance cover they will be covered by the school's membership insurance.

### **Parties and Food Allergens**

Hurworth Primary School cannot be held responsible for any child that suffers an allergic reaction from food being brought on to the premises.

It is the sole responsibility of the hirer to ensure that before the party/event they are fully aware of any children who have food allergens or food intolerances whilst in the hirer's care.

Hurworth Primary School recommends that the hirer should provide allergen free party food and should advise parents not to bring any nuts in packed lunches or snacks for events such as parties, football lettings etc., in case of cross contamination.

## **Complaints Procedures**

The following comprises the complaints procedure for lets.

### **School**

1. If the school has a concern about a let, the Business Manager or delegated representative will raise the concern with the hirer.
2. If the matter remains unresolved the hirer will receive written notice of termination of the booking agreement.

### **Hirer**

1. If the hirer has a concern, they should speak to the Business Manager.
2. If this concern is still unresolved, they should follow the Trust's complaints procedure.

## **Linked Policies**

Other policies linked to the lettings policy include: -

- Income Policy
- Finance Policy
- Charging and Remissions Policy
- Health and safety policy
- Equal opportunities policy
- Complaints Policy
- Allergen Policy

# Hurworth Primary School

## Facilities Booking Application Form (FB1)

<b>Hirer</b>	Full Name:			
	Address:			
			Postcode:	
	Telephone (daytime)	(evening):		
	Email:			
<b>If acting on behalf of a business, club, organisation etc. please state its full name and address plus your position there</b>				
Name of organisation:				
Address:				
Your position in the organisation:				
Areas of Facilities Hired	Day & Date of Event(s)	Area/ Facilities	Times of Hire	
			From	To
<b>Further Details</b>	<b>Event Title</b>	<b>School equipment/resources may not be used without prior agreement.</b>		
	Is the event/ Activity exclusively 0-19 year olds?  YES    NO	Please note that hirer's own electronic equipment must be PAT tested.		
	<b>Expected Numbers</b>			
<b>Payment</b> (Please see charges attached)	<b>Amount per event</b>	<b>First <u>month's</u> payment or deposit</b> (To be returned with this agreement)		
	£.....	£..... <b>(Deposit or 1<sup>st</sup> month's payment)</b>		
		£..... <b>(Total amount due for hire)</b>		
<b>Please make cheques payable to Hurworth Primary School.</b>				

<p style="text-align: center;"><b>INSURANCE</b></p>	<p>All hirers should have public liability insurance with minimum cover of £5,000.000.</p>	<p>Name of Insurer.....</p> <p>Policy Number.....</p> <p>Expiry Date .....</p> <p>Limit of Indemnity .....</p> <p>Please enclose a copy of the insurance certificate when returning this form.</p>
<p style="text-align: center;"><i>Sports Clubs/ Organisations Only</i></p> <p style="text-align: center;"><b>National Governing Body Accreditation</b></p>	<p>Is your club accredited with the relevant National Governing Body? (i.e. Charter Standard Status from the Football Association.)</p> <p><input type="checkbox"/> Yes, we have the following accreditation award (please give details).</p> <p>.....</p> <p><input type="checkbox"/> We are working towards an accreditation award (please give details)</p> <p>.....</p> <p><input type="checkbox"/> No.</p>	
<p style="text-align: center;"><b>Certificates/ Qualifications</b></p>	<p>If you are planning to deliver coaching activities, does the coach or leader possess appropriate qualifications?</p> <p><input type="checkbox"/>      <input type="checkbox"/></p> <p>YES      NO      If yes, please give details.....</p> <p>If this coaching involves young people (under the age of 18), the coach must be DBS checked. The school will need to see the certificates and will make appropriate records i.e. ref no. date on certificate etc.</p>	

<p><b>References</b></p>	<p>Please give the contact name and addresses of two organisations we may contact for a reference (including previous/current premises used):</p> <p>1. _____ 2. _____</p>
<p><b>Child Protection Policy</b></p>	<p>Do you have a Child Protection Policy in place?</p> <p><input type="checkbox"/> YES      <input type="checkbox"/> NO</p> <p>If yes, please attach it to this document</p> <p><b><u>IF NO - UNFORTUNATELY HURWORTH PRIMARY SCHOOL CANNOT ACCEPT YOUR BOOKING</u></b></p>
<p><b>Health and Safety</b></p>	<p>The school will need to have sight of the hirer's Risk Assessment. However the hirer is accountable for the Health and Safety of all persons in their care.</p>
<p><b>Declaration</b></p>	<p>1. I undertake to pay the appropriate hiring charges.</p> <p>2. I have read and agree to be bound by the TERMS &amp; CONDITIONS OF USE.</p> <p>3. I agree to indemnify the school/ against any claims for loss or damage of personal injury of any associated costs arising from this agreement.</p> <p>Signature _____</p> <p>Date _____</p>
	<p>Once fully completed, this application form and a copy of your public liability insurance must be returned to:-</p> <p style="text-align: center;"> School Administrator  Hurworth Primary School  Westfield Drive  Hurworth  DL2 2ET  admin@hurworthprimary.com </p>

## COMMUNITY LETTING ENQUIRY

Name of Enquirer \_\_\_\_\_

Contact Telephone Number \_\_\_\_\_

Mobile Number \_\_\_\_\_

Date of Party/Event \_\_\_\_\_

Time of Party/Event \_\_\_\_\_

Description i.e. – Party/Event

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### Requirements

Hire of Hall  Disco 1 hour  Disco 2 hours

Child's Bouncy Castle  Adult's Bouncy Castle  Garden Slide

***As preparation and clean-up is necessary for this event the hirer will be required to hire the facilities half an hour before and half an hour after the event to facilitate this, therefore 1 hour will be required to add on to actual party booking.***

**Weekdays** hire of the hall \_\_\_\_\_ hours @ **£20** per hour £\_\_\_\_\_

**Weekend** hire of the hall \_\_\_\_\_ hours @ **£25** per hour .....£\_\_\_\_\_

Hire of Disco for 1 hour from Simply Entertainment (£50) £\_\_\_\_\_

Hire of Disco for 2 hours from Simply Entertainment (£80) £\_\_\_\_\_

Hire of Child's Bouncy Castle with slide from Simply Entertainment (£55) £\_\_\_\_\_

Hire of Adult's Bouncy Castle (no slide) from Simply Entertainment (£65) .....£\_\_\_\_\_

Hire of Large Garden Slide from Simply Entertainment (£90) .....£\_\_\_\_\_

**Total Cost** £\_\_\_\_\_

**DECLARATION**

1. I undertake to pay the appropriate hiring charges.
2. I have read and agree to be bound by the TERMS & CONDITIONS OF USE.
3. I agree to indemnify the school/ against any claims for loss or damage of personal injury of any associated costs arising from this agreement.
4. I understand the hire of the hall does not include use of school equipment; i.e. computer systems, projector.
5. Use of the hot water boiler in the kitchen is permitted but NOT use of the oven, stove, utensils, plates, cups or other electrical items within the kitchen.

**All items required for party/booking needs to be supplied by hirer, i.e. party food plates, cups and entertainment requirements (unless detailed above from Simply Entertainment)**

Signature \_\_\_\_\_

Date \_\_\_\_\_

**CONFIRMATION OF BOOKING**

Person confirming booking and date \_\_\_\_\_

Date and Amount of Deposit Paid \_\_\_\_\_

Amount of balance to pay 2 weeks before event \_\_\_\_\_

**Date full balance paid** \_\_\_\_\_

## Hurworth Primary School

### LETTINGS - TERMS AND CONDITIONS OF USE

**These terms and conditions, together with the form of application to hire the school, shall constitute the contract between the school and the hirer(s)**

#### **Application**

1. Application for hire must be made on the application form provided which will form the basis of a licence to use Hurworth Primary School premises.
2. If an organisation is hiring the accommodation, both the organisation itself and its members are jointly and severally liable under this agreement.
3. The hirer must ensure that everybody making use of the accommodation complies with the conditions of use.
4. This agreement is personal to the hirer and may not be assigned to any third party.
5. The number of persons using any hired property/premises shall not exceed the number advised by the hirer and authorised by the school.

#### **Cancellation**

6. Cancellation of bookings must be at least two weeks notice, in writing to the Administration Assistant, for any cancellation of a booking made by a hirer. Cancellations made after this date will be charged at half the booking fee.

#### **Payment**

7. The first month's fee is payable in full upon signing this agreement.

#### **Indemnity and Insurance**

8. The hirer shall be responsible for all damage caused and shall indemnify the school against all loss, damage and expense, unless due to the negligence of the school, and any such damage shall be reported immediately to the school.
9. Any damage caused to the accommodation (or elsewhere in the school) shall be compensated to an extent considered reasonable at the discretion of the school within seven days of a written demand.
10. The hirer shall indemnify the school against all and any expenses, liability, loss, claim and proceedings arising in respect of personal injury or death of any person or damage to any property arising directly or indirectly from the use of the accommodation unless due to the school's negligence.
11. The hirer shall obtain insurance against legal liabilities to third parties (including the school) with a limit of indemnity of at least £5 million for any one incident.

#### **The Premises**

13. Access is restricted to the rooms comprised in the accommodation and any toilet facilities and access shall only take place during the designated time and for the permitted purpose.

13. Smoking is not allowed anywhere on site.
14. This agreement does not include the use of any equipment, including PE except where specifically agreed and subject to any further fees chargeable; kitchens and catering equipment shall not be used unless by prior agreement.

### **Performing Rights and Licences**

15. No copyright works shall be performed in the accommodation without the licence of the copyright owner and the hirer shall indemnify the school against any penalty or sanction for any copyright infringement which may occur.
16. The hirer shall not use the accommodation for any purpose or activity for which a licence or permission is necessary, e.g. preparation and sale of food, unless such a licence has been obtained.
17. The accommodation shall not be used for the sale or display of goods or services or for any public entertainment unless agreed with the school.
18. No alcohol drinks shall be brought onto the premises.
19. No film or video shall be shown in the accommodation or taken in the facilities without the school's prior consent.

### **Health and Safety**

20. The hirer is responsible for the health and safety of everybody using the accommodation (including first aid) and must make itself aware of the fire precautions and procedures in existence. The hirer must provide the school with a copy of their Risk Assessment.
21. Electrical apparatus shall not be brought onto the accommodation without the school's consent.
22. Animals, other than guide dogs, are not permitted on the school premises without the written prior consent of the school.
23. The hirer shall leave the accommodation in a clean and orderly state and in the same condition as when they first occupied the accommodation. Furniture must be arranged back into its original position before leaving the premises.
24. The disposal of any refuse arising from the use is the responsibility of the hirer.
25. All clubs hiring the facilities must have staff who have appropriate coaching certificates and are checked with the Criminal Records Bureau if working with children under 18 or vulnerable adults, even if this is supervised.
26. In relation to activities for children, the hirer must ensure that there are sufficient adults present to be in full control of the children throughout the whole period during which they are on the school site.
27. All clubs/organisations hiring the facilities must have the following policies in place:-
  - a. Health and Safety
  - b. Quality Assurance
  - c. Child Protection (if working with Children).

## **Preservation of Order**

28. The hirer shall not cause nuisance or annoyance to the occupiers of any neighbouring premises.
29. The school does not accept any responsibility for any articles of property left by the hirer, their guests, agents or any member of the public on the hired property during the period of the hire.
30. The school does not accept any responsibility for damage to vehicles whilst on school property. All visitors must use the designated car parks with care. The speed limit of 5mph must be observed at all times and pedestrians have right of way on school property without exception.